

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-02-11075		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004				Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							

SOLICITATION

9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>02:00 PM</u> local time <u>8/18/2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME KRISTIN S. WRIGHT		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202		C. E-MAIL ADDRESS NUMBER 564-4467 EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS	
		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY CODE:	
				Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 7,820 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994)
DEVIATION**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of

the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 15 calendar days after receipt of a work assignment, the Contractor shall submit 2 copies of a work plan to the Project Officer and 1 copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 15 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 30 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

(a) The estimated cost of this contract is \$_____.

(b) The fixed fee is \$_____.

(c) The total estimated cost and fixed fee is \$_____.

B.4 OTHER DIRECT COSTS (EP 52.231-110) (APR 1984)

Other Direct costs (such as travel or copying) in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer:

Period	Base Amount	Optional Quantity Amount
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BASE Period

Option Period I

Option Period II

Option Period III

Option Period IV

B.5 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of _____ is allotted to cover estimated cost. Funds in the amount of _____ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through _____.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents the allowable incurred cost and associated fee.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994) DEVIATION

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.

13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work.

The Contractor shall perform work under this contract only as directed in Work Assignments issued by the Contracting Officer.

**STATEMENT OF WORK FOR TECHNICAL SUPPORT FOR THE
OFFICE OF CHILDREN'S HEALTH PROTECTION**

I. BACKGROUND

The Office of Children's Health Protection (OCHP) of the U.S. Environmental Protection Agency is charged with making the protection of the elderly and children's health a fundamental goal of public health and environmental protection in the United States. OCHP supports and facilitates Agency efforts to protect children and elderly health from environmental threats. The office works to (1) help EPA set standards that are protective of any heightened risks faced by the elderly and children, (2) support development and refinement of scientific research strategies focused on identifying and filling gaps in knowledge regarding elderly and child-specific susceptibility and exposure to environmental pollutants, (3) develop new, comprehensive policies to address cumulative and simultaneous exposures faced by the elderly and children, (4) expand community right-to-know allowing families to make informed choices concerning environmental exposures to the elderly and children; (5) encourage and expand educational efforts with health care providers and environmental professionals so they can identify, prevent, and reduce environmental health threats to the elderly and children, (6) encourage parental responsibility for protecting their children from environmental

health threats by providing them with basic information, (7) further state efforts to protect children and the elderly; and (8) facilitate efforts inside and outside the Agency to protect children from environmental health hazards where they live, learn, and play.

OCHP is responsible for both elderly and children's health initiatives to the extent authorized under the following statutes: Clean Water Act, Section 104(b)(3); Safe Drinking Water Act Section 1442; Clean Air Act, Section 103(b)(3); Toxic Substances Control Act, Section 10; Solid Waste Disposal Act, Section 801; Federal Insecticide, Fungicide, and Rodenticide Act, Section 20; and Comprehensive Environmental Response, Compensation and Liability Act, Section 311.

II. PURPOSE

The purpose of this contract is to provide scientific, medical, economic, technical, analytical and statistical support for strategic planning efforts; training, public education, outreach, technology transfer and communications with other EPA offices, States, Tribes, municipalities, local governments and the public; peer consultation and peer review support services consistent with the Agency Peer Review Policy; support for evaluating cross-media and multi-Agency scientific, medical and technical guidance, guidelines, policies, and practices to ensure the goals of protecting children and the elderly are addressed; develop and update of Web based information transfer systems; and development of a record's management system to ensure institutionalizing the programs development and implementation.

All work required under this contract shall be defined in work assignments issued by the Contracting Officer.

III. GENERAL REQUIREMENTS

1. The contractor shall appoint a technical person to serve as the Project Manager for this contract. The Project Manager shall be the main point of contact for the contract; shall be responsible for the performance of work under this contract and shall be designated a key person in accordance with the Key Personnel Clause in EPAAR 1552.237-72. The contractor shall manage all aspects of this contract and shall be solely responsible for the direction of all contractor, subcontractor and consultant personnel who may be involved in the performance of the contract.

2. The contractor shall supply the necessary labor, materials, equipment, services, facilities, and necessary professional, technical and support personnel required for the performance of each work assignment under this contract. The contractor shall develop and institute internal management controls that shall assure that in the performance of this contract, the contractor shall not provide personal services nor perform inherently governmental functions. The contractor shall submit to the Project Officer all hard copies of information and literature acquired.
3. In evaluating and performing the services required under this Statement of Work, the contractor shall certify that conclusions are based on available data and shall submit all relevant information used in developing conclusions or options for review and approval.
4. All reports, papers, etc., prepared by the contractor shall be submitted in draft form. The contractor shall submit the completed draft for review and approval by government officials. The drafts submitted shall include copies of the literature cited or make references to all citations in the document for verification and approval. No documents or information shall be released or disclosed to the public without prior government review and approval.
5. The contractor shall arrange travel only in accordance with the Federal Travel Regulations. The use of contract funds to reimburse travel is strictly limited to logistical support for speakers, and scientific and medical experts who directly contribute to the requirements of specific contract performance related to the SOW of the contract.
6. In order to complete the work required by individual work assignments, the Contractor may require access to data or information that has been claimed by an outside party as Confidential Business Information (CBI). The Contractor shall abide by the CBI requirements of this contract.
7. Individual work assignments may require the Contractor to contact Federal, State, Tribal, local agency or business personnel and the general public. To preclude any likelihood that Contractor staff could be assumed to be EPA employees or improperly representing EPA, Contractor personnel shall identify themselves orally by their name and organization and physically display this information by wearing badges or other identification whenever they participate in activities, such as meetings or training sessions, with EPA, Federal, State, local personnel or with the general public. When in attendance

at meetings, the contractor's attendance shall be limited to that portion of the activity for which the contractor is required in order to meet the requirements of the SOW.

8. Reports submitted by the Contractor that contains recommendations to the Agency (which shall be used by EPA personnel in developing policy) must explain and rank policy or action alternatives. The Contractor shall describe the procedures used to arrive at recommendations, summarize the substance of deliberation, report any dissenting views, list the source relied upon, and make clear the methods and considerations upon which the recommendations are based.

9. The government shall make all final determinations. The contractor shall not interpret EPA policy on behalf of EPA nor make decisions on items of policy, regulation, or statute. The contractor shall not take a stand on the merits of substantive items under discussion.

10. The Contractor must communicate by telephone with the WAM to discuss the progress of the tasks as often as required in the individual work assignments. Additionally, these telephone conversations must be followed by either an email or written communication.

11. The contractor shall be equipped with appropriate equipment and software necessary to complete all tasks under this contract. The equipment and software shall be compatible with that used in OCHP. Examples of computer hardware include personal computers, printers, scanners, CD-RW, and LCD projectors. Examples of computer software include most recent versions of word processing (WordPerfect and Word), presentation (e.g., PowerPoint), desktop publishing, spreadsheet (Excel and 1-2-3), database, GIS, and statistical analysis software.

12. No contractor shall perform equal services under the contract without the advance written approval of EPA's Office of General Counsel.

IV. WORK AREAS

OCHP requires support in the following work areas. Work shall be ordered through work assignments.

1. Scientific and Risk Assessments

The contractor shall compile, categorize, organize, summarize and format information on components of EPA Agency regulations, standards and related programs for use in management reports and briefings, to support EPA decision-making and to provide to the public and other interested parties.

The contractor shall provide support for collecting new scientific, medical, and technical information for preparation of new or revised program guidance documents. The contractor may be required to conduct literature searches using databases identified in work assignments. The contractor shall organize, index and assess the available information as well as identify data gaps and discrepancies or inconsistencies in the data sources. The contractor shall provide the resulting technical information in a designed format.

2. Regulatory and Economic Assessments

The contractor shall provide scientific, medical, technical, analytical and/or economic review and prepare draft comments on regulations, data, guidelines/guidance, models, risk and economic assessments, studies and policies related to elderly and children. OCHP plans to conduct a thorough review of and participate in the regulatory development process of rules that affects children's health. The regulatory review support may include the following:

- ~ Assisting in the review of risk assessments (including data, assumptions, models, and other inputs) and/or preparing risk assessments for children
- ~ Assisting in the review of economic analyses (including data, assumptions, models, and other inputs) and/or preparing economic analyses
- ~ Conducting literature searches on risk assessment and economic topics
- ~ Writing white papers dealing with specific children's environmental health issues and regulatory actions

3. Environmental Health Indicators and Data Analysis

The contractor shall support OCHP's work on children's environmental health indicators. The contractor shall assist OCHP by developing, collecting, and compiling data on potential environmental health indicators of environmental

exposures (including body burden) and health effects (and outcomes). In addition to the national indicators, OCHP shall also focus on indicators that describe differences in geographical (national, regional, state, and local levels) as well as sub-population characteristics.

4. Outreach Support

The contractor shall develop for EPA approval a range of outreach materials designed specifically to relay the message to a specific audience that portrays the activities that are implemented and managed by OCHP and EPA in support of this statement of work. These materials include brochures, presentation boards, slide shows, fact sheets, pamphlets, posters, Internet layouts, physical models, and other communication tools. The materials shall be developed for use in media events, programs and other venues aimed at the public and stakeholders. All such materials shall be developed in accordance with EPA policies. In addition, the contractor shall provide materials for presentation and handout. These activities shall only be performed directly in support of the technical requirements of this SOW.

a. Preparation of Informational and Educational Materials:

Developing information brochures, displays, growth charts, magnets, and other materials designed to get a message out in the U.S. and overseas (including preparation of materials to be used in public schools and other educational institutions). This support may require cultural adaptation and translation to and from foreign languages.

b. Preparation of Graphics and Audio-visuals: Providing high quality graphics for briefing, meetings, workshops, and public presentations, or for general information dissemination. This support shall include, but is not limited to, power point, drafting of figures, composition and production of 35-mm slides or view graphs, posters, charts, videos, or computer programs with animation, and translation. Quick response with capability for multiple revisions is required.

c. Public Presentations: Provide support to assist EPA in making public presentations. The following represent the types of tasks which the Contractor may be required to perform as specified in individual task orders: (i) collect, compile, organize, and summarize information to be used for various public presentations; (ii) transcribe verbal comments; catalog, index, and summarize all comments received at public hearings and OCHP meetings; and (iii) provide review and

written summary of public comments or input that results from public proceedings.

d. Analyses of Public Opinion: Conducting analysis of public opinion, both as it explains current behavior, and as it might help or hinder policy objectives. The contractor shall also be prepared to provide support in the design and implementation of public education programs.

e. Marketing Studies: Designing and targeting outreach efforts consistent with state-of-the-art marketing and deployment techniques, including the analysis of specific potential market segments identified by EPA, development of communication strategies and outreach campaigns to effectively reach the targeted audience. Potential audiences could include the general public, spanning all economic sectors and large or small public or private organizations in the U.S. or internationally.

f. Awards and Recognition: Design and produce appropriate plaques and other awards to recognize and encourage superior work to protect children's health.

5. International

OCHP participates in G8, UN, WHO, CEC, and other bilateral activities to protect children's health. The contractor shall prepare background materials on children's health issues for use in international meetings and negotiations and prepare presentation slides and supporting materials. The contractor shall also assist in the review of materials prepared by participants in international discussions.

6. Strategic Planning

The contractor shall compile, review and summarize information needed for preparation of reports, analysis and summaries to determine children's health protection priorities and program implementation. The contractor shall provide data and documentation to be used by EPA in its analysis of issues and options and prepare written reports and documentation. Deliverables may include data summaries, scientific, medical, technical reports, case studies, economic analyses, options papers or issue papers. The contractor shall clearly describe and document the data and information gathering activities; clearly display, characterize and interpret the data and information collected; and clearly explain

the assumptions made, indicate the sources used and not used, and clearly explain the methodological choices made both conceptually and in the data selection. EPA shall fully review all contractor analysis and shall make final determinations with regard to program objectives and policy.

7. Regional and State Planning

The contractor shall compile, categorize, organize, summarize and format information on components of Federal and State programs relating to children's health for use in management reports and briefings, to support EPA decision-making and to provide to the public and other interested parties. Information shall be readily available from existing databases, EPA regional offices, Headquarters programs, other Federal agencies and public sources. The contractor shall organize, index and assess the available information as well as identify data gaps and discrepancies or inconsistencies in the data sources and provide the resulting technical information in a designated format. The contractor shall provide detailed substantiation of all assessments made of technical information. The EPA Project Officer shall review the information for technical soundness and adherence to Agency policy.

8. Training

The contractor shall provide training course development and delivery. Using materials provided or cited by EPA and with a structure provided by or approved by EPA in advance, the Contractor shall develop training material and case studies for workshops, conferences or training courses being conducted in relation to other parts of this SOW. Using materials previously approved by EPA, the Contractor shall present portions of a workshop or training session or facilitate discussion among participants. Contractor personnel shall be identified as such at all times.

9. Facilitation and Logistical Support for Meetings and Conference Planning

The contractor shall organize and provide support in arranging workshops, conferences, training sessions and public meetings and bringing together appropriate individuals to address various issues and concerns raised by EPA for selected children's health topics. Meeting support shall be limited in scope and shall cover only those meetings that are required to carry out requirements of the SOW.

The contractor shall support EPA by providing information or suggestions to EPA for developing agendas and shall clerically prepare those agendas, preparing drafts of technical information for use in briefing materials, identifying and inviting speakers and experts, arranging for meeting space when government space is not available, arranging for appropriate audio-visual equipment, providing advance announcements and information, registration support, preparation of visual aids, preparation of case studies, interactive activities and role- playing activities compilation of results and preparation of minutes and summary reports. Types of meetings supported under this SOW include the following:

- a. Scientific, Medical and Technical Workshops: Groups of experts convened to provide “state of knowledge” summaries for EPA on topics covered by this SOW. The contractor’s proposal shall include provisions for reimbursing the experts for their travel expenses and providing them with uniform stipends.
- b. Outreach and Stakeholder Meetings: Public forum for dialogue on topics covered by this SOW. Facilitate collection of information and public opinion for EPA decision- makers. Conduct roundtables and policy formulation exercises to improve communication between interested groups. Information obtained by the contractor shall be in accordance with the Paperwork Reduction Act, as set forth in clause 1552.237-75.
- c. Recognition Events: Logistical support could include scheduling and arranging facilities for nation and local award ceremonies, mailing invitations and responding to inquiries, arranging audio- visual presentations, and commissioning plaques or other awards.
- d. Training Sessions: Develop training materials and case studies for classroom courses, facilitated and stand- alone videos, satellite presentations. Prepare training manuals, instructor’s guides and all other course-related materials. Present such training to EPA, State, local personnel and the public including non-profit academic and industry organizations, at EPA Headquarters, Regional Offices and other specified locations throughout, and occasionally outside, the U.S.
- e. Children’s Health Protection Advisory Committee Meetings: Assist EPA in supporting the Children’s Health Protection Advisory Committee (CHPAC), chartered under the Federal Advisory Committee Act. The CHPAC provides advice, information, and

recommendations to the EPA on regulations, guidance and policies that address children's health. The contractor shall provide logistics and facilitation support for both the plenary and work groups including, but not limited to, including procuring meeting space, travel arrangements for CHPAC members, providing material to members, meeting planning and documentation, and meeting follow-up.

f. *President's Task Force on Environmental Health and Safety Threats to Children Meetings*: Assist EPA in supporting the President's Task Force on Children's Health Risks and Safety Risks. The Task Force, comprised of 15 cabinet departments and White House agencies and co-chaired by the Secretary of the Department of Health and Human Services and the Administrator of the Environmental Protection Agency, recommends and implements Federal government's strategies for protecting children's environmental health and safety. The contractor shall provide support for pre-meeting preparation logistics, including meeting invitations, tracking responses, answering logistical questions, as well as distribution of post meeting material.

Types of tasks that the Contractor may be required to perform as specified in individual task orders include the following:

- a. The contractor shall perform tasks that require collecting and disseminating information through reports, expert meetings, conferences, colloquia, and other means of data-gathering and dissemination that are necessary to accomplishing the mission of the scope of work as well as the mission of the Agency.
- b. The contractor shall have methods in place to identify and retain appropriate participants, facilitators, translators, and logistical assistance, provide meeting facilities and necessary supporting equipment, and produce agendas, records, and proceedings. The contractor shall develop agendas to be reviewed and approved by EPA. The contractor shall prepare the necessary mailing lists, announcements, and press releases to notify potential attendees for meetings.
- c. The contractor shall provide complete logistical support for planning and conducting conferences, workshops, meetings, hearings, seminars and teleconferences. Provide facilities, prepare and mail

information packets, register participants, provide audio-visual and recording equipment, prepare audio-visual materials, speaker notes, and handouts. Reproduce meeting materials, facilitate, record and report sessions. Prepare and deliver presentations. Compile evaluation reviews. Conduct other incidental logistical activities.

d. Provide program information networks including development and operation of Internet sites, bulletin boards and hotlines; prepare information abstracts and newsletters; maintain and distribute information.

e. Develop information management technologies, data systems and approaches for implementation of systems related to internal tracking of elderly and children's health activities and dissemination of information to the public, especially via the internet.

f. Recommend and produce camera-ready outreach and educational materials for EPA, State and local officials, schools, the public and other interested parties on elderly and children's health related programs. Materials may include videos, brochures, pamphlets, posters, calendars, course curriculums, case studies, and other informational materials.

g. Compile and summarize information and materials for use in public awareness initiatives and to promote public involvement.

h. Collect and summarize information for press briefings and new releases about innovative case studies and program initiatives.

i. Distribute program materials to Regions, State, the public, and the regulated community.

10. Information Management

The Contractor shall assist in information management activities. The following represent type types of tasks that the Contractor may be required to perform as specified in individual task orders:

a. Perform data system design, development and analysis, systems updates, quality assurance reviews, data entry, guidance development, and training for information systems used by EPA for program support.

This may include compiling information from various government, educational and industry sources and converting it into a format suitable for uploading into various electronic or Internet-based data systems.

- b. Recommend options for updating user guides for information collection and management systems.
- c. Compile and/or update compendia, both as hard-copy and in electronic format, of elderly and children's health related documents
- d. Design files and records maintenance methods for efficient management of program information
- e. Conduct feasibility studies and provide support services regarding application of automatic data processing to elderly and children's health situations.
- f. Recommend options for statistical analysis systems or database programs and software to analyze data
- g. Provide options, pilot tests, and advice on methods for EPA implementation of new or different systems for data management
- h. Conduct other information management and analysis support functions such as literature searches and developing industry/sector profiles

11. Website Management

The contractor shall provide on-going assistance in revising and updating the OCHP web sites (for both children and elderly sites). The contractor shall search for relevant links, provide regular updates, and design additional pages and content as needed. On-going web site support could include, but not limited to, the following:

- ~ Conducting news, announcement, event, link, and literature searches for children's environmental health issues
- ~ Conducting searches for state activities
- ~ Writing white papers dealing with specific children's environmental health issues

- ~ Preparing web-ready, plain English fact sheets
- ~ Incorporating video and audio capability
- ~ Making the sites ADA-compatible
- ~ Creating parallel web sites in Spanish (including translation of existing materials)

12. Peer Review

The contractor shall provide peer consultation and peer review services to OCHP consistent with the Agency Peer Review Policy. The purpose of peer review is to uncover any scientific, medical, technical problems or unresolved issues for use in revising a preliminary product so that the final work product shall reflect sound technical information and analyses. Support in this area shall be specifically defined in written work assignments identifying the subject matter and specific areas of expertise required. The contractor shall not conduct peer review of documents prepared by the contractor, its subcontractors or consultants. The EPA Peer Review Handbook can be found at:
<http://www.epa.gov/ord/spc/prhandbk.pdf>

- a. Each peer review or letter review performed by the contractor shall be performed by a minimum of three contractor reviewers per document or methodology prepared by the EPA. Peer review meetings must have a minimum panel size of five (5) experts. The size and expertise of peer reviewers must be made in consultation with OCHP.
- b. The contractor shall insure that experts in the topic subject matter who has publications or known research in the area performs all peer review work. Reviewers selected by, and working for, the contractor shall be approved by the EPA project officer in writing prior to their beginning work. Approval submissions shall include the reviewers' names and curriculum vitae. It is the responsibility of the contractor to insure that all peer reviews are conducted in a manner to avoid all actual, potential, or apparent conflicts of interest.
- c. The contractor shall provide the written peer reviews with all supporting materials to the Project Officer within thirty calendar days following its receipt of the document to be peer reviewed. Each contractor peer review deliverable shall include: written general comments, specific changes or revisions required to improve clarity and scientific accuracy of the document, and any new data that might contribute to the scientific accuracy.

- d. Peer reviews may be conducted by mail or may require Peer Review meetings. The contractor shall organize and provide support in arranging and conducting peer review meetings.

13. Literature Review

The contractor shall provide reviews of literature in subject areas covered by this scope of work. The contractor shall conduct thorough searches for written information including books, reports, journal articles, conference proceedings, and unpublished documents. These reviews shall include preparing of bibliographies. When required by the work assignment, bibliographies shall be annotated with the contractors providing summaries and/or evaluations of source documents.

14. Quick-Turn-Around Tasks

The contractor shall have the capability for quick turn around tasks to support the subject areas covered by this SOW. Quick turn around tasks may include preparing briefings, presentation slides, briefing papers, outreach materials, literature searches, technical assessments, and topical memoranda within a two to four week time frame.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000) DEVIATION

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section

Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) *Electronic Access*. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 INSPECTION OF SERVICES--COST-REIMBURSEMENT (FAR 52.246-5)
(APR 1984) DEVIATION**

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer, Deputy Project Officer and Work Assignment Manager is the authorized representative of the Contracting

Officer.

(c) Inspection and acceptance will be performed at:

To be determined with each Work Assignment.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15 1984)	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

**F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)
DEVIATION**

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved

amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours(by EPA contract labor category), and the total loaded direct labor costs.

(iii) For the cumulative contract period display: the negotiated and expended direct labor hours(by EPA labor category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average total cost per labor hour. For the current contract period, compare the actual total cost per hour to date with the average total cost per hour of the approved workplans.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount

disallowed.

(3) Labor hours.

(I) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor hours.

(iii) For the cumulative reporting period and cumulative contract period display: the negotiated and expended direct labor hours (by EPA contract labor hour category) and the total loaded direct labor costs.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost per labor hour. For the current period, compare the actual total cost per hour of the approved workplans.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15 of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

No. of Copies	Addressee
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1	Contract Specialist
1	Project Officer

F.3 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from date of award through 12 months after award, exclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991) DEVIATION**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block _12_ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is

authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are

currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

**G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100)
(AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.5 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

**G.6 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000)
DEVIATION**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor

shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable

data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of

the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to:	EPA CO
1 copy:	DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **“Note to PLCO: Reimbursement to the EPA Superfund is required.”** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal

from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, “a group of interacting items functioning as a complex whole,” the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 Hotline Information**

All responses to hotline inquiries shall contain EPA-approved information. At no time shall contractor staff respond with opinions. Any information request, especially one involving legal, policy interpretations, and/or a highly technical response that cannot be answered readily from EPA-approved materials shall be referred to the appointed EPA personnel to obtain a response. Information requests which are forwarded to EPA employees will be documented, along with the response, in a report designated by the government. Any contractors operating an EPA hotline must identify themselves as contractors to hotline callers.

**H.2 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
(EPAAR 1552.203-71) (AUG 2000) DEVIATION**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.3 PRINTING (EPAAR 1552.208-70) (OCT 2000) DEVIATION

(a) *Definitions.*

“Printing” is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

“Composition” applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of

printing or microform.

“Camera copy” (or “camera-ready copy”) is a final document suitable for printing/duplication.

“Desktop Publishing” is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered “printing.” However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered “printing”.

“Microform” is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

“Duplication” means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

“Requirement” means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) Prohibition.

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:

<http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10 $\frac{3}{4}$ by 14 $\frac{1}{4}$ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow "incidental" duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10 $\frac{3}{4}$ by 14 $\frac{1}{4}$ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.4 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71)
(MAY 1994) ALTERNATE I (MAY 1994) DEVIATION**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**H.5 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL
(EPAAR 1552.209-73) (MAY 1994) DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.6 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL
(EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUN 1994)
DEVIATION**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two

dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.7 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT)
(EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Once the Contractor receives a task order or a work assignment under this contract, the Contractor, during the life of the contract, shall not contract with another entity that would present an organizational conflict of interest on the subject matter of the task order or work assignment, unless otherwise authorized in writing by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the

Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.8 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,
- Compliance with Labor Standards,
- Compliance with Safety Standards, and
- Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and
- (5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

**H.9 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE
CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION**

The Government has the option to extend the term of this contract for 4 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
-----	-----	-----
Option Period I	Award Date + 12 Months	Award Date + 24 Months
Option Period II	Award Date + 24 Months	Award Date + 36 Months
Option Period III	Award Date + 36 Months	Award Date + 48 Months
Option Period IV	Award Date + 48 Months	Award Date + 60 Months

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort (Direct Labor Hours)
-----	-----
Option Period I	7,820
Option Period II	7,820
Option Period III	7,820
Option Period IV	7,820

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

Period	Estimated Cost	Fixed Fee	Total
Option Period I	_____	_____	_____
Option Period II	_____	_____	_____
Option Period III	_____	_____	_____
Option Period IV	_____	_____	_____

(d) If this contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

Period	Amount
-----	-----
Option Period I	
Option Period II	
Option Period III	
Option Period IV	

**H.10 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR
1552.217-73) (JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Period	Level of Effort (Direct Labor Hours All Increments)
-----	-----
BASE Period	2,850
Option Period I	2,850
Option Period II	2,850
Option Period III	2,850
Option Period IV	2,850

The Government may order a maximum of (6) option increments to increase the level of effort in multiples of 475 hours per increment during any given period.

The estimated cost and fixed fee of each increment is as follows:

Period	Estimated Cost	Fixed Fee	Total
Base Period	_____	_____	_____
Option Period I	_____	_____	_____
Option Period II	_____	_____	_____
Option Period III	_____	_____	_____
Option Period IV	_____	_____	_____

(b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost" clause will be modified accordingly.

(c) If this contract contains “not to exceed amounts” for elements of other direct costs (ODCs), those amounts will be increased as follows:

Period	Amount Per Increment	Amount All Increment
-----	-----	-----
Option Period I		
Option Period II		
Option Period III		
Option Period IV		

**H.11 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73)
 (OCT 2000)**

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

			Percentage of
Contractor	NAICS		Total Contract
Targets	Major Group	Dollars	Value
Total Prime			
Contractor			
Targets			
(Including			
joint venture			
partners)			
Total			
Subcontractor			
Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section M-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance

evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.12 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.13 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.14 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR
1552.227-76) (MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.15 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70)
(OCT 2000) DEVIATION**

(a)(1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the

Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

**H.16 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)
DEVIATION**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

**H.17 SCREENING BUSINESS INFORMATION FOR CLAIMS OF
CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984) DEVIATION**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to

EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.18 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984) DEVIATION

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this

paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.19 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION
(EPAAR 1552.235-79) (APR 1996) DEVIATION**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the

furnishing of confidential business information by the subcontractor.

H.20 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.21 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical

direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.22 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Project Manager
Assistant Project Manager
Professional Level 4's
Professional Level 3's

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

**H.23 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)
DEVIATION**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event,

the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.24 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.25 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984) DEVIATION

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.26 Definition of Labor Classifications

Offerors shall use the following labor classifications in preparing their technical

and cost proposals.

DEFINITION OF LABOR CLASSIFICATIONS

Offerors shall use the following labor classifications in preparing their technical and cost proposals:

The knowledge, skills, and abilities required for the execution of this contract include chemistry, physics, hydrology, geology, environmental and engineering, and computer modeling. These disciplines should be accompanied by experience relevant to the statement of work (SOW).

(1) Professional Level 4 (P-4)

This is equivalent to a GS-15 in terms of responsibilities. Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. A P-4 person must have a PhD or equivalent and experience related to the tasks listed in the SOW. A P-4 person generally operates with wide latitude for action. The Project Manager and Assistant Project Manager are also expected to demonstrate the technical, organizational, and management skills and knowledge necessary for the execution of a contract of this size and complexity.

Typical Titles: Project Manager, Assistant Project Manager, Senior Program Manager, Senior Environmental Scientist, Senior Economist, Ecologist, Chemist, Sociologist, Radiological Health Specialist

Qualifications: PhD or equivalent; and

Experience: 10 years or more

(2) Professional Level 3 (P-3)

This is equivalent to a GS-14 in terms of responsibilities. A P-3 person is responsible for preparing reports and assuring that those reports meet the quality of writing and technical content required by the Agency. They are expected to perform the tasks in the SOW, primarily those that are highly complex and may contain deviations from Agency guidance. A P-3 person must have a Masters degree or equivalent and direct experience related to the tasks listed in the SOW. Expertise and knowledge to review science policy issues and develop option papers is required. A P-3 person is expected to demonstrate both the technical and organizational skills necessary for the execution of a contract of this size and

complexity.

Typical Titles: Project Engineer, Group Leader, Project Leader, Senior Scientist, Environmental Scientist

Qualifications: Masters degree or equivalent; and

Experience: 6 years or more

3. Professional Level 2 (P-2)

This is equivalent to a GS 11-13. A P-2 person is expected to provide support for scientific workshops and logistic support for training sessions, gather data and information for assessments, perform lower level or simple analyses, perform at a lower level special assignments as described in the SOW. P-2 person must have a Bachelors degree or equivalent and experience related to the tasks listed in the SOW. Experience in and sufficient knowledge to review science policy issues and develop option papers is required. A P-2 person is expected to demonstrate both the technical and organizational skills necessary for the execution of a contract of this size and complexity.

Typical Titles: Analyst, Environmental Scientist, Health Specialist, Biologist

Normal Qualifications: Bachelor's degree or equivalent; and

Experience: 1 year or more

4. Professional Level 1 (P-1)

This is a junior individual with a 4 year degree and no experience, or less than a 4 year degree but experience to make up the equivalent difference. The P-1 is usually the entrance level where the individual is one who gathers information, works on simpler tasks and could do routine analysis. This level is equivalent to a GS 5 or 7.

Typical Titles: Junior, Associate, Administrative Specialist, Research Assistant

Qualifications: Bachelor's degree or equivalent; and

Experience: none required

Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a Bachelor degree.

(2) A Bachelor's degree plus any combination of additional years of experience and

graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters degree.

(3) A Bachelor's degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a PhD degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

(5) Any exceptions to the Qualifications or Experience shall be approved by the C.O.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS DEVIATION
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS

52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-25	FEB 2002	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997) DEVIATION

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.4 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL
DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998)
ALTERNATE I (OCT 1998)**

(a) *Definitions.* As used in this clause--

“Small disadvantaged business concern” means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

“United States” means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of ___ 10 ___ percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the

contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998) DEVIATION

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal

facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

I.6 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)

(a) *Definitions.* As used in this clause--

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast

Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of

initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in

FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

**I.7 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)
 DEVIATION**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

**I.8 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)
 DEVIATION**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and

require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I. 9 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

- (i) All or substantially all of the Contractor's business;
- (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
- (iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and

accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any

loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing

provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

**I.10 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE
GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67)
(JUN 1997) DEVIATION**

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far>

<http://www.epa.go//oamrfp12/ptod/epaar.pdf>

**I.12 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)
DEVIATION**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Attachment 1 Sample Statement of Work

Attachment 2 Client Authorization Letter

Attachment 3 Minimum Standards for Contractor COI Plans

Attachment 4 Past Performance Evaluation Form

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991) DEVIATION

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or

entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998) DEVIATION

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that

does not have income effectively connected with the conduct of a trade or business in the United States and
does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999) DEVIATION

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001) DEVIATION

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or

supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997) DEVIATION

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541618.

(2) The small business size standard is \$6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small*

business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that is [] is, [] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the

authority of the Act.

K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is*

participating in the joint venture: _____.]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999) DEVIATION

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.9 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999) DEVIATION

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject

to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984) DEVIATION

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000) DEVIATION

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.12 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000) DEVIATION

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202.

When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption

applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.13 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001) DEVIATION

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

“*Ownership*,” as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
☐ Asian or Pacific Islander.
☐ Black or African American.
☐ White.

K.14 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984) DEVIATION

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.15 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984) DEVIATION

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of

such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.17 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (SEP 1999) DEVIATION

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.2 Instructions for the Preparation of Technical Proposals

Technical Proposal Instructions

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions

These instructions are provided for the development of a clear and readable technical proposal. It should be regarded as a separate or readily detachable part of the total proposal package. Offerors are urged to prepare a technical proposal which is specific and sufficiently detailed to allow a complete evaluation of your method for satisfying the requirements set forth in the Statement of Work.

The following information provides further details regarding the written technical proposal. Please note that the terms "Offeror", "you", "your", etc., as used below, refer to the prime contractor, all subcontractors, consultants, and any other team contractors.

The technical proposal should address how the contractor will accomplish the tasks set out in the statement of work. Written proposals should consist of six sections: Corporate Experience, Personnel, Technical Approach, Management Plan, Past Performance and Small Disadvantaged Business Participation. Each of these sections is linked to the corresponding evaluation criterion detailed in the Section M provision, EPAAR 1552.215-71, entitled Technical Evaluation Factors for Award of this RFP. In addition, technical proposals should follow and be organized consistent with the order of the technical evaluation criteria and should include information addressing each of the criteria to enable EPA to evaluate the offeror's response to each of the technical evaluation criteria.

A. General Instructions

Technical proposals should be prepared using the following guidance:

1. Length – The maximum length of the technical proposals should be limited to 300 single sided or 150 double sided typewritten pages on 8 ½ x 11" paper, using no less than 12 point character size and no less than an average of 3/4" all around for margins. Any pages exceeding the page limitation will not be reviewed or evaluated. The following items are excluded from the above stated page limitation: letters of transmittal, cover page, table-of-contents and dividers. Foldout pages are considered as the total number of 8 ½ x 11 inch pages or fractions thereof that they fit. Type size limits do not apply to Tables and Figures, provided they are clear and readable. Offerors are strongly urged to be as succinct, clear and concise as possible in writing the proposal and adhering to the recommended page limitation.

2. Organization – Offerors are advised to supply all information in the sequence and format specified below. The Offeror's proposal and supporting documentation must provide sufficient basis for a thorough evaluation. It is suggested that proposals be placed in binders with dividers clearly indicating the

following sections:

1. Corporate Experience
2. Personnel
3. Technical Approach
4. Response to Sample SOW
5. Management Plan
6. Past Performance
7. Small Disadvantaged Business Participation

3. Charts – Offerors are encouraged to use, whenever appropriate, quantitative and graphical methods to portray facts whenever possible through the use of charts, lists, matrices, diagrams, tabulations, etc.

4. Prohibition of Cost Data – All costs or pricing details must be omitted from the technical proposal.

5. Exceptions – Any exceptions or conditional assumptions taken with respect to the requirements of this RFP should be fully explained. Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussions.

B. Required Sections of the Written Proposal

a. Corporate Experience: Offerors should submit the information requested below as part of their proposal for both the offeror and any proposed subcontractor for subcontracts expected to exceed \$500,000.

Provide a list of corporate experience in the field of technical endeavor which would especially qualify your company for this requirement. List all prime contracts and subcontracts in which any performance has occurred of a comparable or related size, nature, and complexity for the Government and private industry in the past three (3) years, and furnish the following:

- i) Contracting agency (Company), address and phone number
- ii) Contract number and type of contract
- iii) Date of contract, period and place of performance
- iv) Address and phone number of Contracting Officers and technical officers
- v) Turnover percent of contract personnel per year
- vi) Size of contract (average number of professional technical personnel by Contract year; personnel by contract year per category) and dollar value

- vii) Brief description of contract work, responsibilities, and products
- viii) Indicate comparability to proposed effort. It is not sufficient simply to state that it is comparable in magnitude and scope. Rationale must be provided to convince the Government that it is indeed comparable.
- ix) Discuss any major technical problems encountered and how they were overcome
- x) If you propose to use subcontractors who will occupy a major role in this effort, provide as much detail listed above, as available, on these subcontractors.

b. Personnel:

Offerors should demonstrate the extent to which they possess the appropriate technical knowledge and expertise on the requirements and tasks described in the SOW. In addition, the offerors should demonstrate the relevant knowledge, skills and abilities of all proposed personnel within their respective subject areas, and their ability to perform the typical duties associated with their proposed position. Offerors should demonstrate how all of the proposed personnel, key and non-key, meet the minimum qualification requirements for education and relevant experience as defined in the Section H clause entitled “Definitions of Labor Classifications”.

Key Personnel:

This RFP identifies the Program Manager, P-4 and P-3 equivalents as Key Personnel to be included in the clause in Section H. Offerors should identify the names and positions of any other individuals proposed for key personnel positions in their technical proposals. Offerors should demonstrate the relevant project management, and availability of key personnel proposed for this requirement. Offerors should demonstrate that proposed key personnel have the ability to manage and complete all work assignments listed in the SOW, based on their experience, academic qualifications training, availability for this contract, accomplishments, and knowledge. Offerors should discuss the composition of the group, positions within the overall organization, and experience to resolve expected problems, as they arise.

Offerors should indicate the percentage of effort, by task, that each of the key personnel will be committed to the project. The proposal should indicate if personnel are prime contractor employees, subcontractors or consultants, and should include letters of commitment for consultants and subcontractors.

The proposal should specify the continuous availability of key personnel through

the level of effort to be contributed to this project (expressed in percentage of the individuals' time), and should discuss the availability of key personnel for short-turnaround tasks.

Describe the capacity of your organization with respect to current employee equivalent availability. If proposed key employees are not currently employed by the prime contractor, state the number and types of skills of persons who would have to be hired and your plan for obtaining these personnel.

RESUMES - Offerors should provide a summary description of the qualifications of the Program Manager and other key personnel proposed to staff the contract. Resumes for the Program Manager and other key personnel are required. Resumes should be uniform in format but are not to exceed three pages each. All resumes should be signed by the individual and a corporate official certifying the accuracy of the information contained therein.

Resumes should include brief discussions on how the individual meets the minimum qualification requirements for education and relevant experience as defined in the Section H clause entitled "Definitions of Labor Classifications". All resumes for proposed personnel must provide, at a minimum, the following information:

- Degrees held and/or other pertinent education, including date(s), degree(s), and respective college or university in which the degree(s) were received.
- Years of experience, training, unique qualifications, positions held (beginning with current position and working backwards), and tenure with the firm. If the individual is proposed as a new hire, signed Commitment Agreements between the individual and offeror should be included in the technical proposal.
- The work history of each individual as it relates to the anticipated work area(s)/task(s) to be assigned to that individual. A description of significant projects and accomplishments. Include dates for the various kinds of experience shown. It must be clear from the information presented on the resumes that the proposed individual meets the minimum education and work experience requirements described in the SOW.

c. Technical Experience and Approach: Offerors should submit a detailed and complete plan for the execution of each task in the Statement of Work (SOW). The plan should address the offeror's technical understanding, knowledge, capability and approach to meet all the task areas described in the SOW. Offerors should demonstrate that their proposed methodology and approach is appropriate,

complete and of high quality overall.

Offerors should discuss their technical experience in providing high quality products and services similar to those described in the SOW, in performing these tasks concurrently and based on immediate or short lead time. The approach should clearly and fully demonstrate an understanding of the requirements for the technical problems inherent to the end objectives, and present valid and practical solutions for the problems.

Technical proposals should express how the contractor proposes to comply with the work statement and a full explanation of the techniques and procedures the contractor will follow. Offerors should document the mechanisms that will be used to access subcontractors and consultants in the various discipline areas.

d. Response to Sample Statement of Work: In order to better assess technical approach, offerors should also respond to the sample Statement of Work (Attachment 1) and prepare a work plan that describes how each task will be accomplished. The Work Plan should address:

- a. Major issues they identify concerning the work assignment;
- b. Major milestones or activities for the SOW tasks (sub-tasks)
- c. Estimated time frames/schedules to complete these major milestones or activities;
- d. Decision points and responsible parties making the decision;
- e. Contractor actions, EPA actions, actions by other parties;
- f. Potential problems or bottlenecks to project completion and proposed solutions.

e. Management Plan: The offeror should submit a management plan describing the personnel, methods, procedures, and resources that will be used to manage this contractual effort.

The management plan should include a description and organizational chart of the personnel proposed for accomplishing the objectives of this RFP.

At a minimum the plan should discuss:

- i) Overall description of the corporate structure, identification of the Project Management Team and its location within the corporate structure
- ii) Lines of communication between the EPA program management and the offeror's program management, and the lines of communication between the Prime and Subcontractor's management
- iii) Methods to be employed to manage subcontractors and consultants, and

- distribution of work between prime and subcontractors
- iv) Methods to be used for technical progress and financial status reporting
- v) Methods to be used to monitor projects and to ensure timely, professional and quality performance, and to respond to urgent tasks
- vi) General management practices for handling and resolving problems

f. Past Performance: Offerors should provide the information requested in EPAAR 1552.215-75, entitled Past Performance Information, included in Section L of this RFP.

g. Small Disadvantaged Business Participation: Offerors should provide the information requested in EPAAR 1552.219-72, entitled Small Business Participation Program, included in Section L of this RFP.

L.3 Breakout of Hours for Labor Classifications

Offerors shall use the following labor classifications in preparing their technical and cost proposals.

(a) Definition of labor classifications. The direct labor hours appearing below are for professional and technical labor only. These hours do not include management at a level higher than the project management and clerical support staff at a level lower than technician. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours below are the workable hours required by the Government and do not include release time (i.e., holiday, vacation, etc.).

(b) Distribution of level of effort. Submit your proposal utilizing the labor categories and distribution of the level of effort specified below:

P1

Period	Base Amount	Optional Amount
-----	-----	-----
BASE Period	1,360	425
Option Period I	1,360	425
Option Period II	1,360	425
Option Period III	1,360	425
Option Period IV	1,360	425

P2

Period	Base Amount	Optional Amount
-----	-----	-----
BASE Period	2,125	595
Option Period I	2,125	595
Option Period II	2,125	595
Option Period III	2,125	595
Option Period IV	2,125	595

P3

Period	Base Amount	Optional Amount
-----	-----	-----
BASE Period	2,975	1,275
Option Period I	2,975	1,275
Option Period II	2,975	1,275
Option Period III	2,975	1,275
Option Period IV	2,975	1,275

P4

Period	Base Amount	Optional Amount
-----	-----	-----
BASE Period	1,360	510
Option Period I	1,360	510
Option Period II	1,360	510
Option Period III	1,360	510
Option Period IV	1,360	510

(c) When identifying individuals assigned to the project, specify in which of the above categories the identified individual belongs. If your company proposes an average rate for a company classification, identify the professional or technical level within which each company category falls.

L.4 Instructions for the Preparation of Cost Proposals

COST PROPOSAL INSTRUCTIONS

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COST PROPOSAL INSTRUCTIONS
Technical Support for the Office of Children's Health Protection

The total period of performance for this contract is five (5) years, which includes a one-year base period and four one-year option periods. Your cost or price proposal shall be specific, complete in every detail, and separate from your technical proposal.

I. GENERAL - The offeror shall provide the following information (Items 1 - 7) on the first page of the pricing proposal:

- (1) Solicitation number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Proposed cost, fee and total;
- (5) The following statement:
 "This proposal is submitted in response to the solicitation in Item 1. By submitting this proposal, the offeror, if selected for discussions, grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.";
- (6) Date of submission;
- (7) Name, title and signature of authorized representative

A. Clearly identify separate cost data associated with each year of the contract's period of performance.

1. Provide the above cost detailed breakdown on spreadsheets (cost schedules) as follows:
 - a. Total Contract Summary Proposal
 - b. Total Base Period (including base and optional quantities)
 3. Base Period, Base Quantity
 4. Base Period, Optional Quantities
 5. Total Option Period I (including base and optional quantities)
 6. Option Period I, Base Quantity
 7. Option Period I, Optional Quantities
 8. Total Option Period II (including base and optional quantities)
 9. Option Period II, Base Quantity
 10. Option Period II, Optional Quantities
 11. Total Option Period III (including base and optional quantities)
 12. Option Period III, Base Quantity

13. Option Period III, Optional Quantities
14. Total Option Period IV (including base and optional quantities)
15. Option Period IV, Base Quantity
16. Option Period IV, Optional Quantities

PLEASE NOTE:

The cost proposal model provided as EXHIBIT - A may be used, however, offerors should tailor the model to their own normal accounting practices.

2. In accordance with FAR 15.403-3(a), provide information sufficient to support the Government's cost realism analysis of your cost proposal.
3. Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).
4. If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliates and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.
5. Whenever subcontractor effort is included in the proposed costs, the prime contractor shall include an additional supporting cost summary consolidating all costs (both contractor and subcontractor) by element for each contract period.

II. DIRECT LABOR

- A. The direct labor hours (level-of-effort (LOE)) appearing below are for professional labor only. These hours do not include management at a level higher than the project management or clerical support staff. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable labor-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not

be allowed.

- B. For the purpose of evaluation, offerors are required to propose the following LOE hours. The offeror's cost proposal shall only provide the distribution of LOE by professional labor types or categories in accordance with the Statement of Work and the Technical Proposal Instructions.

<u>Contract Year</u>	<u>Base Quantity</u>	<u>Optional Quantities</u>
Base Period	7820	2850
Option Period I	7820	2850
Option Period II	7820	2850
Option Period III	7820	2850
<u>Option Period IV</u>	<u>7820</u>	<u>2850</u>
Total Contract	39,100	14,250

- C. Offerors shall use the Labor Category Qualifications provided in Section (H) of the solicitation in preparing their technical and cost proposals.
- D. Attach support schedules indicating types or categories of labor, together with labor hours for each category and rate of compensation. Indicate the method used in computing the labor rate. If individual labor rates are proposed, give employee names. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge in accordance with your normal accounting treatment, are to be shown separately from that of the technical effort.
- E. When identifying individuals assigned to the project, specify in which of the professional categories the individual belongs.
- F. The direct labor hour mix and personnel proposed as part of the cost proposal shall be the same as proposed in the technical proposal.
- G. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date). The offeror shall include the date of the payroll from which hourly rates were obtained.
- H. State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.

- I. With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

1. Individual's name;
2. Annual salary and the period for which the salary is applicable;
3. List of other research projects or proposals for which salary is allocated, and the proportionate time charged to each; and
4. Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charged as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

III. OTHER DIRECT COSTS

- A. Except as noted below in paragraph (D), for evaluation purposes, offerors shall propose their own other direct costs for each year of the contract.
- B. Identify the major other direct cost items that would be a direct charge under your accounting system on any resulting contract.
- C. If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.
- D. Equipment (not including special equipment)
 1. EPA does not anticipate furnishing any equipment to the Contractor under this procurement except under unusual circumstances, for example, see paragraph (E) below.
 2. Identify existing Government-owned property in the possession of the offeror which the offeror proposes to be used in the performance of the contract, and the Government agency which has cognizance over the property.

E. Facilities and special equipment, including tooling.

If special purpose facilities or equipment is being proposed, provide a description of these items, details of the proposed costs including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

IV. CONSULTANT SERVICES

Identify the contemplated consultants. State the amount of service estimated to be required and the consultant's quoted daily or hourly rate.

V. SUBCONTRACTS

When the cost of a subcontract is substantial (10 percent of the prime contractor's estimated contract value or \$10,000, whichever is less), include details of subcontract costs in the same format as the prime contractor's costs. Include a cost or price analysis of the subcontract costs.

VI. INDIRECT COSTS (fringe benefits, overhead, general and administrative expenses).

- A. Unless your proposed indirect rate(s) have recently been accepted by a contracting agency of the Government, provide the following detailed supporting computations:
 - i. Include historical or budgeted data. Indicate whether your computations are based upon historical or projected data.
 - ii. Additionally, provide the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rates. For each rate, provide the total dollar amount for pool expenses (the numerator) and total allocation base costs (the denominator), and the number of unallowable costs included in the historical data.
- B. If your rates have been recently approved, include a copy of the agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.
- C. Offerors who propose indirect rates for new or substantially reorganized

cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note: The Government reserves the right to adjust an offeror's or its subcontractors' estimated indirect costs for evaluation purposes based on the Agency's judgement of the most probable costs up to the amount of any stated ceiling.

- D. The offeror shall furnish the name and address of the Government agency and the name of the reviewing official if their rates have been recently accepted by a Government agency.

PLEASE NOTE: **THIS COST PROPOSAL MODEL SHOULD BE
TAILORED TO YOUR NORMAL
ACCOUNTING PRACTICES**

**EXHIBIT A
COST PROPOSAL MODEL**

Technical Support for the Office of Children’s Health Protection
RFP #PR-HQ-02-11075

SUMMARY **

<u>COST ELEMENT</u>	<u>TOTAL</u>	<u>RATE</u>	<u>HOURS</u>	<u>COST</u>
---------------------	--------------	-------------	--------------	-------------

A - DIRECT LABOR:

- 1. Professional Labor Category or Discipline
- 2.
- 3.
- 4.

Total Professional LOE

Total Clerical Hours (if applicable)

TOTAL - Direct Labor

B - FRINGE: (if applicable)

 % of Total Direct Labor Costs

C - LABOR OVERHEAD: (if applicable)

 % (Basis)

TOTAL - Fringe & Overhead

D - OTHER DIRECT COSTS:

- 1. Travel
- 2. Miscellaneous ODCs

TOTAL-Other Direct Costs

E - TEAM SUBCONTRACTORS

- 1.
- 2.
- 3.

TOTAL - Team Subcontractor Cost

F - SUBTOTAL - Estimated Cost without G&A

G- G&A EXPENSE: ____% (Basis) (if applicable)

H- TOTAL - Estimated Cost

I - FIXED FEE: ____% (Basis)

J - TOTAL - Estimated Cost and Fixed Fee

** Indicate: Contract Period and Base of Optional Quantity (for example Base Period, Base Quantity; or Total Contract)

L.5 Organizational Conflict of Interest Plan

Offeror's should submit an Organizational Conflict of Interest Plan describing the system that will be employed to identify actual or potential conflict of interest situations that may arise as a result of the work under this contract. The offeror will describe the steps that will be taken to avoid or mitigate an actual or potential conflict. The offeror must address both organization and site specific conflicts of interest for past and future work. This plan will be developed utilizing the attachment, "Minimum Standards for EPA Contractors' Conflict of Interest Plans," as a guide.

L.6 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000) DEVIATION

(a) *Definitions.* As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's

closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (I) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(I) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal.

Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained

in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices

proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**L.7 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)
DEVIATION**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.8 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

L.9 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Kristin Wright (mail code: 3803R)

Hand-Carried Address:

Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
Washington, DC 20004

Mailing Address:

Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.10 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far>
<http://www.epa.gov/oamrfp12/ptod/epaar.pdf>

L.11 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984) DEVIATION

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.12 QUALITY ASSURANCE MANAGEMENT PLAN

The offeror should submit a Quality Assurance (QA) Program Plan, when submitting the technical proposal, using the standards of ANSI/ASQC E-4 1994 and “EPA Requirements for Quality Management Plan (QA/R-2) (EPA 1998)” as part of the application.

In accordance with EPA requirements, the Contractor shall prepare and submit a Quality Assurance Project Plan (QAPP) to EPA for review and approval before beginning any work involving environmental data generation, environmental modeling and compilation of data from literature or electronic media, and development, evaluation, and use of computer or mathematical models that characterize environmental processes or conditions. QAPPs shall be prepared using the standards of ANSI/ASQC E-4 1994 and AEPA Requirement for Quality Assurance Project Plans (QA/r- 5) (EPA 1998). The EPA documents can be found at: http://www.epa.gov/quality/qa_docs.html

L.13 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of 01 NOV 2003 and that the required effort will be uniformly incurred throughout each contract period.

L.14 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h)above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.15 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 15

calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.16 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.17 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EPAAR 1552.219-71) (OCT 2000) DEVIATION

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of concerns owned and/or controlled by socially and economically disadvantaged individuals as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship between these concerns and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of these concerns, which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of these concerns; and to aid in the achievement of goals for the use of these concerns in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h) of this section.

(c) A Protege must be a concern owned and/or controlled by socially and economically disadvantaged individuals within the meaning of section 8(a)(5) and (6) of the Small Business Act (15 U.S.C. 673(a)(5) and (6)), including historically

black colleges and universities. Further, in accordance with Public Law 102-389 (the 1993 Appropriation Act), for EPA's contracting purposes, economically and socially disadvantaged individuals shall be deemed to include women.

(d) Where there may be a concern regarding the Protege firm's eligibility to participate in the program, the protege's eligibility will be determined by the contracting officer after the SBA has completed any formal determinations.

(e) The offeror shall submit an application in accordance with paragraph (k) of this section as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under any disadvantaged subcontracting programs. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a Mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all concerns owned and/or controlled by disadvantaged individuals under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by paragraph (e) of this section, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship:

(1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protege firm.

(2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. The letter of intent must be signed by both parties and contain the following information:

- (i) The name, address and phone number of both parties;
- (ii) The Protege firm's business classification, based upon the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;
- (iii) A statement that the Protege firm meets the eligibility criteria;
- (iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate the success in the Program;
- (v) A statement that if the offeror or Protege firm is suspended or debarred while performing under an approved Mentor-Protege agreement the offeror shall promptly give notice of the suspension or debarment to the EPA Office of Small Disadvantaged Business Utilization (OSDBU) and the contracting officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.
- (g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in paragraphs (e) and (f) of this section. To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protege in its application.
- (h) If the offeror is determined to be in the competitive range, or is awarded a contract without discussions, the offeror will be advised by the contracting officer whether their application is approved or rejected. The contracting officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), and 52.244-5(b). However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) for cost and price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable as a direct cost under the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program. The application for the Program for Headquarters and Regional procurements shall be submitted to the contracting officer, and to the EPA OSDBU at the following address:

Socioeconomic Business Program Officer,
Office of Small and Disadvantaged Business Utilization,
U.S. Environmental Protection Agency,
Ariel Rios Building (1230A),
1200 Pennsylvania Avenue, NW,
Washington, DC 20460,
Telephone: (202) 564-4322,
Fax: (202) 565-2473.

The application for the Program for RTP procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small Business Program Officer,
RTP Procurement Operations Division (E105-02),
U.S. Environmental Protection Agency,
Research Triangle Park, NC 27711,
Telephone: (919) 541-2249,
Fax: (919) 541-5539.

The application for the Program for Cincinnati procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small and Disadvantaged Business Utilization Officer,
 Cincinnati Procurement Operations Division (CPOD-Norwood),
 U.S. Environmental Protection Agency,
 26 West Martin Luther King Drive,
 Cincinnati, OH 45268,
 Telephone: (513) 487-2024
 Fax: (513) 487-2004.

**L.18 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR
 1552.219-72) (OCT 2000)**

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23 Alt I, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract;

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

L.19 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: N/A

(b) 8(a) Program: Not Applicable

L.20 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.21 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999) DEVIATION

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.22 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2)
(MAR 1999) DEVIATION**

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/ overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated

time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7 (*See note)

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at www.epa.gov/oam under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all packages containing bids/proposals.

For US MAIL:

Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals: _____

Solicitation Number: _____

Offeror's Name and Address: _____

For Other Than US MAIL

U.S. Environmental Protection Agency
 BID and PROPOSAL ROOM, Mail Code 3802R
 Ronald Reagan Building, 6th Floor
 1300 Pennsylvania, Ave
 Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals: Date Time

Solicitation Number: _____

Offeror's Name and Address: _____

* Security at the Ronald Reagan Building has increased and all courier-delivered packages must go through x-ray inspection upon entry. Boxes cannot be larger than those used for standard (8 1/2 x 11) office paper in order to be x-rayed. Carts carrying boxes are too large to be x-rayed, and therefore will not be allowed into the building. Please allow 1 courier per box for all hand deliveries of proposals.

Any package larger than 1'x1'x2' must be inspected at the Federal Protective Service off-site security inspection point. The site is located at the Washington Navy Yard, near the intersection of 3rd and M Streets, SE. The facility is open between 7:00 AM and 2:30 PM. These inspections require 48 hours advance notice. Helen Smith, EPA Ronald Reagan Facility Manager, is the coordinator for all oversized deliveries that require advance notice in order to be screened off-site. Ms. Smith can be reached at (202)564-0096.

Keeping these restrictions in mind and special concerns regarding the delivery of proposals, it is the responsibility of the offeror to submit their proposals on time. No late proposals will be accepted.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990) DEVIATION**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 Evaluation of COI Plan Responsibility Determination

The conflict of interest plan as described in the Section L clause entitled "Organizational Conflict of Interest Plan," will be evaluated as acceptable or unacceptable. Notwithstanding the evaluation of an offer with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that is ultimately unacceptable will not be eligible for a contract award.

M.3 EVALUATION OF QUALITY ASSURANCE MANAGEMENT PLAN

The Quality Assurance Program Plan as described in the Section L.11 clause entitled "Quality Assurance (QA) Management Plan," will be evaluated as acceptable or unacceptable. The acceptability of an offeror's QA Management Plan submitted in response to the section L clause entitled "Quality Assurance (QA) Management Plan," will be considered as part of the responsibility determination undertaken prior to contract award to determine whether an offeror meets the responsibility standards of FAR 9.104.

M.4 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999) DEVIATION

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the

proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.

- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.5 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

Evaluation Factors For Award (EPAAR 1552.215-71) (August 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price. The technical proposal instruction in Clause L.2 are hereby incorporated into these evaluation factors.

(b) Evaluation factors:

I. Corporate Experience

Weight 10%

The offeror and proposed subcontractors will be evaluated on their corporate experience (as prime contractors and/or as subcontractors) in performing and managing contracts of a comparable or related size, nature, and complexity for the Government and private industry in the past three (3) years.

II. Personnel

Weight 20%

The proposed personnel, key and non-key, will be evaluated against the minimum qualification requirements for education and relevant experience as defined in the Section H clause entitled "Definitions of Labor Classifications", and on the extent to which they possess the appropriate technical knowledge and expertise on the requirements and tasks described in the SOW. In addition, personnel proposed for specific positions will be evaluated on their ability and relevant knowledge, skills and abilities within their respective subject areas and their ability to perform the typical duties associated with their proposed position. They will also be evaluated

on their experience in relevant project management, and availability to work on this contract. Personnel will be evaluated on their ability to successfully manage and complete work assignments for the task listed in the SOW, based on their demonstrated experience, academic qualifications, training, availability for this contract, accomplishments, and knowledge. The composition of the group, position within the overall organization, and experience to resolve expected problems will also be evaluated. Proposals will be evaluated on the availability of key personnel for short-turnaround tasks.

III. Technical Experience and Approach Weight 15%

The offeror will be evaluated on its technical understanding, knowledge, capability and approach to meet all the task areas described in the Statement of Work (SOW). The proposal will be evaluated for appropriateness, completeness, and overall quality of the methodology and approach to accomplish each of the requirements of the SOW. The offeror will be evaluated on its experience in providing high quality products and services similar to those described in the SOW, in performing these tasks concurrently and based on immediate or short lead time tasking, and in resolving problems similar in nature to the ones expected to occur in the performance of this requirement. The offeror will be evaluated on the techniques and procedures the contractor proposes to perform the SOW, and on the mechanisms that will be used to access subcontractors in the various discipline areas.

IV. Response to Sample Work Assignment Weight 10%

The offeror will be evaluated on its response to the Sample Statement of Work, and the workplan's description of how the work will be accomplished. The Workplan will be evaluated on how well it addresses the following:

- a. Major issues they identify concerning the work assignment;
- b. Major milestones or activities for the SOW tasks (sub-tasks)
- c. Estimated time frames/schedules to complete these major milestones or activities;
- d. Decision points and responsible parties making the decision;
- e. Contractor actions, EPA actions, actions by other parties;
- f. Potential problems or bottlenecks to project completion and proposed solutions.

V. Management Plan**Weight 20%**

Offerors will be evaluated on the clarity of their corporate structure, and the lines of management authority and responsibility within the organization. The offeror will be evaluated on the appropriateness, completeness and overall quality of its proposed program, contract, subcontract and personnel management policies and methods; including their methods used to monitor projects, reporting, and resolve problems. Offerors will be evaluated on their effective management of subcontractors and consultants, and the distribution of work between prime and subcontractors. The offeror will be evaluated on their ability to integrate the complex tasks of the SOW and oversee their concurrent implementation. The offeror will be evaluated on their ability to commit personnel and maintain a high degree of responsiveness to the periodic, unpredictable nature of activities associated with the SOW. The offeror will be evaluated on the overall management approach to planning and organizing contract activities, lines of communication and quality assurance/control procedures.

VI. Past Performance (Refer to clause 1552.215-75) Weight 20%

The offeror's and proposed subcontractor's (if applicable) past performance evaluation will be based on the information presented on its proposal, on information obtained from the offeror's supplied references, on information obtained through the National Institutes of Health (NIH) Contractor Performance System (CPS) (if applicable), and on information obtained by the Government from other sources. Offerors will be evaluated on previous customer satisfaction in the following areas, which are all of equal importance:

- 1) quality of service/supplies
- 2) timeliness of performance
- 3) effectiveness of management (including subcontractors)
- 4) initiative in meeting requirements
- 5) response to technical direction
- 6) responsiveness to performance problems
- 7) compliance with cost/price estimates
- 8) compliance with subcontracting plan goals for Small Disadvantaged Business (SDB) concerns and monetary targets for Small Disadvantaged Business participation
- 9) customer satisfaction
- 10) overall performance

VII. Small Disadvantaged Business Participation Weight 5%

Offerors will be evaluated in accordance with EPAAR 1552.219-74, entitled Small Disadvantaged Business Participation Factor, included in section M of this RFP.

M.6 SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000)

Under this factor [or subfactor, if appropriate], offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

- (1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;
- (2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);
- (3) The complexity and variety of the work the SDB concerns are to perform under the contract;
- (4) The realism of the proposal to use SDB concerns in the performance of the contract; and
- (5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value).

ATTACHMENT 1

SAMPLE SOW FOR WORK PLAN PROPOSAL

Sample Task Order for OCHP Mission Contract Solicitation

TITLE: CONVENING AND FACILITATION SUPPORT FOR: EPA's Office of Children's Health Protection (OCHP)

I. BACKGROUND

The Environmental Protection Agency (EPA) released EPA's National Agenda to Protect Children's Health which outlined the environmental threats to children. The Office of Children's Health Protection (OCHP) in the Office of the Administrator was formed in February 1997. The plans for this Office included the convening of the Children's Health Protection Advisory Committee (CHPAC). In keeping with the Agency's National Agenda to Protect Children's Health, OCHP and the CHPAC support and further EPA's commitment to child-protective environmental standards; to research policies on children's unique susceptibility and exposure to pollutants; and to community right-to-know and education on children's environmental health. OCHP will also facilitate the Agency's compliance with Executive Order 13054 which seeks to strengthen policies and improve research to protect children, and ensure that new safeguards consider special risks to children. This Executive Order created a multi-agency Task Force on the Protection of Children from Health Risks and Safety Risks (the "Task Force"). This Task Force is co-chaired by the Administrator of EPA and the Secretary of the Department of Health and Human Services (DHHS).

CHPAC will provide advice to EPA (the "Agency") on the issues of children's environmental health protection in the areas of science and research, regulatory review and re-evaluation, and communications and outreach, and economic issues. The multi-agency Task Force on the Protection of Children's Health Risks will address the same issues from a Federal government-wide perspective.

The Office of Children's Health Protection (OCHP) has established this balanced, board-based Federal Advisory Committee comprised of stakeholders from about 25 different interest groups. The CHPAC meets at least quarterly and currently has one active and three non-active Work Groups combined of CHPAC members and non-CHPAC members. The Task Force includes the heads of approximately 15 Federal Cabinet-level Departments, White House Councils, and Agencies. The Task Force has established a senior staff oversight subcommittee and four Work Groups of senior staff level personnel. Some of the Task Force meetings may require facilitation. OCHP also works with EPA's ten (10) regional offices on children environmental health issues. There may be a need for meetings of the EPA Regional children's health program coordinators that would require facilitation.

The CHPAC is chartered every 2 years. The first meeting was held in December 1997 and the charter has been renewed until September 30, 2004. The Task Force had the first plenary meeting in October, 1997 and will meet biannually. The Task Force senior staff oversight subcommittee and the Work Groups meet at least quarterly.

The CHPAC operates on a consensus agreement basis. The meetings will be held at least quarterly with the same plenary committee and work group meetings in conjunction with the plenary sessions. Most of the meetings will be 1 ½ - 2 ½ days with one of the days devoted to work group meetings. The Task Force plenary meetings will be held bi-annually for 2 hour meetings. The subcommittees and the Work Groups meet as needed between plenary sessions.

The majority of the CHPAC meetings will be held in the Washington, DC area. Some Work Group meetings may be held in other locations as needed. The Task Force meetings will be held in the Washington, DC area.

The CHPAC will give advice to the Agency based on consensus agreement to further EPA's commitment to child-protective environmental standards: to research and policies on children's unique susceptibility and exposure to pollutants; to community right-to-know and education on children's environmental health; and to economics issues as they apply to children.

The Task Force will implement the activities set forth in the Executive Order which seeks to strengthen policies and improve research to protect children, and ensure that new safeguards consider special risks to children. The Task Force has identified four (4) priority areas: childhood cancer, asthma, unintentional injuries, and developmental disorders.

There may be additional new priorities established for the Task Force in 2004.

II. SCOPE OF WORK - TASKS

A. Preliminary Work

1. The CHPAC and the Task Force are very visible, high priority, and high impact activities for the Administrator and the Agency which requires senior level committed professionals not only in the convening and facilitation support, but also, logistics of meetings, and meeting management support. The CHPAC has 40 plenary members with approximately 10 additional Work Groups members. The task Force has 15 plenary members that are heads of Cabinet Departments, White House Councils, and other Agencies.

The Contractor may elect to continue with the senior dispute resolution professionals(s) currently assigned to act as facilitators(s) for the CHPAC and the Task Force and convener(s) for the CHPAC work groups and plenary committee in the event that a member(s) need to be replaced. These activities will be in consultation with the Project Officer (PO) AND Task Order Project Officer (TOPO), THE CHPAC Designated Federal Officer (DFO), and the Director of OCHP. The CHPAC plenary committee has been convened through September 2004. The plenary committee will be reconvened at that time. There will be additional Work Groups formed by the CHPAC Chair and OCHP will assistance from the facilitator(s). The Task Force and subcommittees have also been convened and only requires facilitation and planning.

2. The dispute resolution professional(s) shall meet with the EPA TOPO, the CHPAC Designated Federal Officer (DFO), OCHP Office Director, and/or OCHP staff as needed to discuss substantive and procedural issues and define potentially involved interests and parties.
3. The Contractor shall submit a work plan in accordance with the requirements of this contract.
4. The prime contractor shall be responsible for oversight of deliverables on this delivery order and shall be responsible for transmission of monthly reports and invoices as required by the contract.

B. Convening Activities and Continuing Organizational Issues

1. When necessary and in consultation with the EPA TOPO, the CHPAC Designated Federal Officer (DFO), and the OCHP Office Director and the contractor, the contractor shall identify and contact affected interest groups (for work groups and any plenary members that may need to be replaced) and potential parties to discuss the goals and purpose of the CHPAC and the technical or substantive issues of the CHPAC.
2. The contractor shall contact potential parties to obtain commitments to participate in the CHPAC plenary and work groups.

C. Facilitation

If needed at any time during the life of any of the above listed activities, EPA TOPO may schedule and the contractor shall conduct training exercises or other activities to include such things as orientation to the

consensus-building process. The orientation shall include team building exercises and discussions and/or exercises designed to increase understanding of collaborative problem solving and win/win bargaining.

1. The contractor shall implement and revise, if necessary; the CHPAC operating principles and ground rules. At any time during the life of the CHPAC, the contractor shall assist the group in further developing and refining the ground rules or operating principles of all committee and shall distribute these rules to the committee members.
2. The contractor shall provide a final agenda to the TOPO, and the CHPAC DFO for each CHPAC plenary meeting and work group meetings. The contractor shall distribute the final agenda to the TOPO, DFO, committee members, other participants, and interested parties. The agenda shall reflect superior professional expertise in meeting design.
3. The contractor shall communicate in person, by phone or in writing with committee members and other participants between meetings to ensure that CHPAC issues and concerns have been communicated accurately and that committee members are adequately prepared for the next meeting. The contractor shall send out final meeting materials to the members prior to the meetings.
4. The contractor shall facilitate plenary and work group sessions (face-to-face meetings and conference calls) of the CHPAC, and as requested for Task force plenary and subcommittee meetings, and meetings of EPA regional program coordinators of children's health. As facilitator the contractor shall assist participants in articulating their interests, identifying areas of agreement, and developing consensus solutions to the problems that divide them. As facilitator, he(s) shall keep the parties talking, listening, and moving – as much as possible – towards the goal of the process. **THE FACILITATOR SHALL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF A ISSUE SHOULD BE.**
5. The contractor shall provide meeting summaries of CHPAC plenary and work group meetings, Task Force plenary and subcommittee meetings, and EPA regional children's health coordinators to the TOPO, the CHPAC DFO, the Task Force coordinator and the committee members. The meeting summaries shall only include agreements, outstanding issues, action items, and work assignments. The summaries shall not include attributions except for clarification or assignment of work. The facilitator shall

distribute final meeting summaries to the TOPO and CHPAC DFO, committee members and other participants.

6. As in facilitation and convening, it is important that expert, experienced committed professionals are required for logistics, meeting preparation, meeting implementation, and meeting follow-up. These professionals should be flexible during meetings to adapt for preparation of the next day's activities, if needed. The contractor shall provide meeting facilities, meeting set-up, full meeting implementation, and full administrative and technical support including preparation of pre-meeting materials, meeting materials (binders, etc), name tags, name tents, post-meeting materials, audio-visual, and other needed equipment for all meetings of the plenary group and workgroups for the CHPAC. The contractor shall consult with EPA TOPO and DFO on the selection of meeting facilities and meeting materials. The contractor shall provide meeting facilities for the Task Force. Child Health Champion community meetings, and regional children's health coordinators, if requested.
7. Only to the maximum extent legally permissible, the contractor shall determine the travel logistics for CHPAC members by obtaining the members' travel itineraries, contact the government travel agency, and transmit the itineraries to OCHP for processing the travel authorizations.
8. The contractor shall provide subject matter experts in the field of pediatric medicine, developmental disorders, pediatric oncology, communications, economics, childhood unintentional injuries, and other relevant disciplines as identified by the CHPAC, Task Force, or OCHP under procedures described in the base contract for approval of subcontractors and consultants. The subject matter expert shall perform the following tasks:
 - a) Provide expert testimony, briefings, presentations, literature searches, or discussions with the CHPAC, Task Force, or OCHP.
 - b) Write scientific issues papers to provide information in specific areas, and
 - c) Other tasks as identified by the CHPAC, Task Force, or OCHP and agreed to by the EPA TOPO.
9. The contractor shall arrange for the participation of subject matter specialists in the disciplines listed in Task #8 as identified by CHPAC, the Task Force, or OCHP for presentations at committee meetings as [speakers, presenters, panelists]. The contractor shall pay the travel.

10. The contractor shall furnish a draft final report of these efforts of the above listed activities to the PO (one copy) and TOPO (five copies). The contents shall include:
- (a) A three page executive summary of any negotiations including the background, the issues discussed, the resolutions of the issues, the parties involved and follow-up activities to be accomplished
 - (b) A one page public statement of the background and accomplishments of these committees derived from the information above.
 - (c) Final Meeting Summaries with relevant and necessary attachments including lists of public observers;
 - (d) Copies of documents compiled by or agreed upon by the committee (ground rules, agreements, statements, fact sheets, etc).
 - (e) Mailing list for the CHPAC and alternates and any other mailing list(s) kept for communication purposes by the facilitator.
 - (f) Relevant substantive correspondence between the facilitator and the participants,
 - (g) A one page sheet summarizing the final budget for each of the projects. The budget shall be broken into two main categories: labor and other direct costs (ODC). The labor category shall show the number of hours of labor and resultant costs for each labor category. The labor category shall be subdivided into convening and negotiation phases where the project covered both phases. The other direct costs shall show the total costs for travel of facilitation team, participant or speaker travel (where incurred), communications costs (deliver, phone, fax, mail), meeting room and equipment costs, consultation costs (where incurred). The cumulative monthly report for the last reporting period or the final invoice if it summaries the total costs of the project as described above can be used for this purpose.
 - (h) A process evaluation by the facilitator summarizing results of the effort, analysis of issues and balance of parties, procedural lessons learned, and recommendation for improvements in the process.

11. The PO and TOPO will review the draft final report and provide comments and revisions as necessary. The contractor will prepare the final report incorporating their comments and revisions. The contractor shall provide one (1) copy of the final report to the Project Officer and five (5) copies to the Program Office contact. The contractor shall consult with the PO and TOPO regarding the form of (electronic or hard copy) of the final report.

III. WORK APPROACH

1. In gathering information or performing research with parties outside of EPA, the contractor will identify him/her self as a contractor to EPA, not an EPA employee.
3. The contractor shall provide input or make recommendations based on the information gathered, however, decisions on all substantive issues will be made by EPA. **THE CONTRACTOR SHALL NOT INTERPRET EPA POLICY ON BEHALF OF EPA NOR MAKE DECISIONS ON ITEMS OF POLICY, REGULATION OR STATUTE. THE CONTRACTOR SHALL NOT TAKE A STAND ON THE MERITS OF SUBSTANTIVE ITEMS UNDER DISCUSSION.**

IV. REPORTS AND DELIVERABLES

1. The contractor shall send EPA all reports in accordance with the terms of the basic contract.
2. The contractor shall provide a work plan within the schedule provided in the basic contract as set out below.
3. Copies of all reports, meeting notices, agenda, summaries and any other written deliverables shall be sent to both the PO and the TOPO listed below. If oral briefings are scheduled for EPA staff, the PO shall be notified in time to attend.
4. All reports shall be provided first in draft form. Upon receipt of comment from the EPA PO and TOPO, the contractor shall revise the report and distribute final copies as stated in the scope of work.

<u>Schedule</u>	<u>Due No Later Than:</u>
Work Plan	10 business days from date of issuance
Oral convening Reports	Weekly after OCHP declaration of need
Final Meeting Agendas	Two (2) weeks before meetings
Mail out of final meeting materials (binders, etc)	One (1) week before meetings
Final Meeting summaries	Two (2) weeks after receipt of comment
Final Report of Process	Two (2) weeks after receipt of comment

V. Funding Phases of Task Order

The proposed work of this Task Order should be performed accordingly:

- June 2003 CHPAC plenary and Science & Regulatory and Smart Growth Work Group meetings
- 1 Fall CHPAC plenary meeting (November) 2003
- Spring 2004 CHPAC plenary meeting
- 2 Science and Regulatory Work Group meetings prior to Fall 2003 meeting
- 2 Science and Regulatory Work Group meetings prior to Spring meeting
- 4 Science and Regulatory Work Group conference calls prior to Fall 2003 meeting
- 4 Science and Regulatory Work Group conference calls prior to Spring meeting
- CHPAC Science and Regulatory Work Group Meeting
- Expert consultants retained to prepare issue papers for the CHPAC and Task Force
- Ongoing coordination with EPA and oversight/monthly reports
- Conference calls and organization for future CHPAC work groups
- Task Force plenary and committee meetings
- Training as needed for CHPAC and Task Force
- EPA regional program coordinators for children's health
- August 2003 OCHP planning meeting

VI. PERIOD OF PERFORMANCE

The period of performance of this delivery order shall be for 12 months from award.

ATTACHMENT 2

CLIENT AUTHORIZATION LETTER

[Addressee]

Dear *Client*:

We are currently responding to the Environmental Protection Agency RFP #PR-HQ-02-10024 for the procurement of Mission Support to the Office of Planning, Analysis, and Accountability (OPAA). The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to _____
_____.

[Offeror's point-of-contact]

Sincerely,

ATTACHMENT 3

MINIMUM STANDARDS FOR CONTRACTOR'S CONFLICT OF INTEREST PLANS

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). In order to avoid, neutralize, or mitigate conflicts, contractors are required to have a COI Plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI Plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company used to identify and report COI. Generally, a contractor's corporate COI Plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. EPA should be advised of the version number, date and applicable CO for any previously approved COI plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. CORPORATE STRUCTURE

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COs when evaluating whether or not a contractor has a COI.

B. SEARCHING AND IDENTIFYING COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three

years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, EPA encourages contractors to search back as far as a company's records cover.

C. DATA BASE

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities:

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed any other pertinent information
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of the past sites (when applicable) related to any work performed; and
- (5) the ability to search and retrieve the information in the data base.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. PERSONAL CERTIFICATION

At the minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, to sign a personal certification. It should be noted, however, that it is the preference of the Agency that ALL company employees be required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI that the individual may have on any work that may result in an actual or potential COI. The certification shall also state that the individual has read and understands the company's COI Plan and procedures. The employee certifications shall be retained by the company.

E. WORK ASSIGNMENT (WA), TECHNICAL DIRECTION DOCUMENT (TDD), OR DELIVERY ORDER (DO) NOTIFICATION AND CERTIFICATION

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification with 20 days or receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. ANNUAL CERTIFICATION

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains an WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certification.

G. NOTIFICATION AND DOCUMENTATION

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations within the company. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations (e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts).

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or NOT an actual or potential COI has been identified.

H. TRAINING

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. SUBCONTRACTOR'S COI PLANS

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 4

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE EVALUATION FORM

This form will be completed by the EPA Evaluator. Answers to Questions 1-8 are based on information obtained from the following named client/reference, not the offeror. Ratings to be used are: Outstanding; Exceeds Expectations; Neutral; Satisfactory; and Marginal. Ratings should be supported with the appropriate comments. The evaluation shall be accomplished using the scoring plan in accordance with EPAAR 1515.305-70. Additional pages may be used, as necessary.

Name of Contractor:

Contract Number:

Contract Title:

Total Contract Value:

Period of Performance:

Name and Position of Contacted Reference:

Date Contacted:

Phone No.:

- | | |
|--|----------------|
| 1. Quality of services/supplies | Rating: |
| 2. Timeliness of performance | Rating: |
| 3. Effectiveness of management (including subcontractors) | Rating: |
| 4. Initiative in meeting requirements | Rating: |
| 5. Response to technical direction | Rating: |
| 6. Responsiveness to performance problems | Rating: |
| 7. Compliance with cost/price estimates | Rating: |
| 8. Compliance with subcontracting plan goals for Small Disadvantaged Business (SDB) concerns and monetary targets for SBD participation. | Rating: |
| 9. Customer Satisfaction | Rating: |
| 10. Overall Performance | Rating: |
| 11. Name of EPA Employee: | |
| 12. Date: | 13. Signature: |